



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for:

To: Deputy Minister
Department of Municipal Affairs
c/o Tendering & Contracts, Ground Floor
East Block, Confederation Building
P.O. Box 8700
St. John's, NL, A1B 4J6

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

(\$ _____) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes , including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within _____ working days from the date of notification of award of contract.
3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

- (b) a certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

- 4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

- 5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

- 6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

- 7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

- 8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No.
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: _____

Address: _____

Postal Code: _____ E-Mail _____

Ph # _____ Fax # _____

Corporate Seal

Signing Officer

Signing Officer

Witnessed by

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
SUB TOTAL TENDER AMOUNT				\$	
HARMONIZED SALES TAX (HST)				\$	
TOTAL TENDER AMOUNT				\$	
(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)				\$	

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Appendix “B”

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in “own forces” in the ‘Company Name’ column. “By own forces” will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of “By own forces” must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project _____

And shall be submitted as part of the Form of Tender.

<i>information in this column to be supplied by owner</i>		<i>information in this column to be supplied by bidder</i>	
Work	Category: Sub-contractor or Manufacturer or Supplier	Company Name	Address

For each category identified in the table above work experience references may be required by the owner.